

MORTGAGE RECORD 80

Reg. No. 1316
Fee Paid, \$3.75

FROM
TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 14 day of December A. D. 1937, at 10:30 o'clock A. M.
Harold A. Whipple
Register of Deeds
By Deputy.

THIS INDENTURE, Made this eleventh day of December, in the year of our Lord, one thousand nine hundred and thirty-seven between William J. Selzer, Jr. and Sophia Selzer, his wife,
of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The First National Bank of Lawrence, Kansas, party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifteen Hundred and no/100 (\$1500.00) - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

South Half of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Eighteen (18), Township Fourteen (14) South, of Range Twenty-one (21) East; also the North Sixty (60) acres of the East half of the Northeast Quarter (NE $\frac{1}{4}$) of Section Nineteen (19), Township Fourteen (14) South, of Range Twenty-one (21) East; and the West half of the North Eighty (80) acres of the West One Hundred (100) acres of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-nine (29), in Township Fourteen (14), South, of Range Twenty-one (21) East.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owner of the premises above granted, and that of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that they will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that they will pay the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the party of the second part, the loan, if any, made payable to the party of the second part to the extent of its interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable, or to keep said premises insured as herein provided, then the party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Fifteen Hundred and no/100 - - - - - DOLLARS according to the terms of a certain written obligation, in the payment of said sum of money, executed on the 11th day of December, 1937, and by its terms made payable to the party of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said party of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said parties of the first part shall fail to pay the same as provided in this indenture.

And this covenant shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof, or any obligation created thereby, or interest thereon, or if the taxes or said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are here, or if there is a commitment on said premises, then the conveyance hereby granted, or any part thereof, in the manner provided by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus if any there be, shall be paid by the party making such sale, on demand, to the first party of the second part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing thereon shall extend and law to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year last above written.

William J. Selzer Jr. (SEAL)

Sophia Selzer (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS ss.

BE IT REMEMBERED, That on this 11th day of December, A. D. 1937, before me, a Notary Public in the aforesaid County and State, came

William J. Selzer Jr. and Sophia Selzer, his wife,
to me personally known to be the same person as who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

(SEAL) My commission expires on the 27 day of January, 1939.

F. C. Whipple Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 10th day of December, 1937.

(Copy Seal)

The First National Bank of Lawrence, Kansas
Mortgage
Kathleen Hoover Cashier

The La

THIS INDENTURE
hundred and thirtyof Lawrence
parties of the first partWITNESSETH, T
Fifteen Hundred
which is hereby acknowledged
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And the said parties of the

of a good and indefeasible estate

and that they will warrant and defend

It is agreed between the parties

said real estate when the same beco

as shall be specified and directed

said parties of the first part shall

said taxes and insurance, or either

fully repaid.
THIS GRANT is intended

Fifteen Hundred

according to the terms of a

and by its terms m

money advanced by the said part

shall fail to pay the same as provi

And this conveyance shall

or any obligation created thereby,

the buildings on said real estate are

and of all the obligations provided

without notice, and it shall be law

thereon in the manner provided by

they be, shall be paid by the par

It is agreed by the parties

and be obligatory upon the heirs,

IN WITNESS WHERE

written.

I, the undersigned own

to enter the discharge of this

(CORP. SEAL)

THIS INSTRUMENT
WAS WRITTEN
ON THE ORIGINAL
MORTGAGE:
entered
this 4 day
of Dec
1937
Harold A. Whipple
Reg. of Deeds.